

MONM-0146

## PERMISSION AGREEMENT

This permission agreement (hereinafter referred to as "Agreement"), dated May 22, 2001, is between Marilyn Monroe LLC (hereinafter referred to as Licensor"), c/o CMG Worldwide Inc., located at 10500 Crosspoint Boulevard, Indianapolis, Indiana 46256 and Weeks Roses (hereinafter referred to as "Licensee"), located at 430 East 19<sup>th</sup> Street, Upland, California 91784.

WHEREAS, Licensor is the proprietor of the right of publicity associated with the name, likeness, voice, signature and visual representation of the late Marilyn Monroe (hereinafter referred to as "Property").

WHEREAS, Licensee desires to utilize the Property in connection with the name of a rose (hereinafter referred to as the "Rose") upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained and for the non-refundable sum of Two Thousand and Five Hundred United States Dollars (\$2,500), payable upon execution, the parties agree that Licensee shall have the non-exclusive right to use the Property in conjunction with the Rose as outlined below:

- One rose variety shall be named in honor of Marilyn Monroe;
- to be displayed and sold in the United States (hereinafter referred to as "Territory");
- through only the period of December 31, 2005 (hereinafter referred to as "Term");
- Licensee agrees to donate roses and other plants to CMG for personal, business, and promotional use. The number of plants donated shall number at least 50.

Licensee warrants that any and all uses of the Property in conjunction with the promotion of the Rose will contain the following notation and failure to include this notation constitutes a material breach of the Agreement:

**TM© 2001 Marilyn Monroe LLC by CMG Worldwide Inc., [www.MarilynMonroe.com](http://www.MarilynMonroe.com)**

Licensee agrees to submit all proposed artwork for the promotion of the Rose to Licensor. If the artwork is not disapproved by Licensor within fourteen (14) days of submission, it shall be deemed approved. Upon such approval, Licensor waives any right to make any claim against Licensee for use of the Property as approved.

Upon expiration of the Term of this Agreement, except as otherwise provided in this Agreement, all rights granted the Licensee shall automatically terminate.

Licensee warrants to send six (6) copies of the Weeks Roses brochure to Licensor. Licensee also agrees to provide an accounting of all media placements (which shall include but not be limited to the dates, territories, and the number of insertions) used in the promotion of the Rose to the Licensor within 30 days after the close of each calendar quarter during the Term of this Agreement.

The license hereby granted is and shall be personal to the Licensee and shall not be assignable by any action of the Licensee or by operation of the law, and any attempt at such assignment shall be null and void. The Licensee shall have no right to grant any sublicenses. This Agreement shall inure to the benefit of and shall be binding upon Licensor's successors and assigns.

Licensee acknowledges the value, goodwill and rights of Licensor in the Property. Licensee waives all claim of and to ownership of any rights in the Property it has or may obtain during the Term of this Agreement and agrees that it shall not during or after the Term of this Agreement, contest or assist others in contesting Licensor's rights in or to the Property.

This Agreement in no manner absolves Licensee of its responsibility, if any, to procure legally sufficient permission from the copyright owner(s) of the photographs, illustrations, and/or artwork utilized in conjunction with this Rose. Licensee agrees to indemnify and hold harmless Licensor and its agent from any and all claims made by third parties due to the manufacture, use or sale of product and any and all claims made by third parties with respect to copyrighted materials utilized in conjunction with this Agreement.

Licensee hereby assigns and at Licensor's request, the Licensee shall execute assignments in favor of Licensor of any and all trademarks and/or copyrights, of whatever kind relating to the Property without further consideration and Licensee hereby assigns and will upon the request of Licensor execute documents confirming such assignment to the Licensor of any rights, if any, which Licensee may have acquired through its use of the Property.

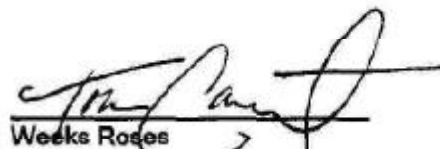
Any and all rights in and to said Property which are not expressly granted to the Licensee are hereby reserved by the Licensor. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those herein contained.

This Agreement shall be construed in accordance with the laws of the state of Indiana. This covenant notwithstanding, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Indianapolis, Indiana only, in accordance with the Rules of the American Arbitration Association. The judgment upon the award rendered by the arbitrator(s) may be entered in any court having the jurisdiction thereof and the prevailing party shall also be allowed to recoup its attorneys' fees.

"Licensor"

  
Marilyn Monroe LLC

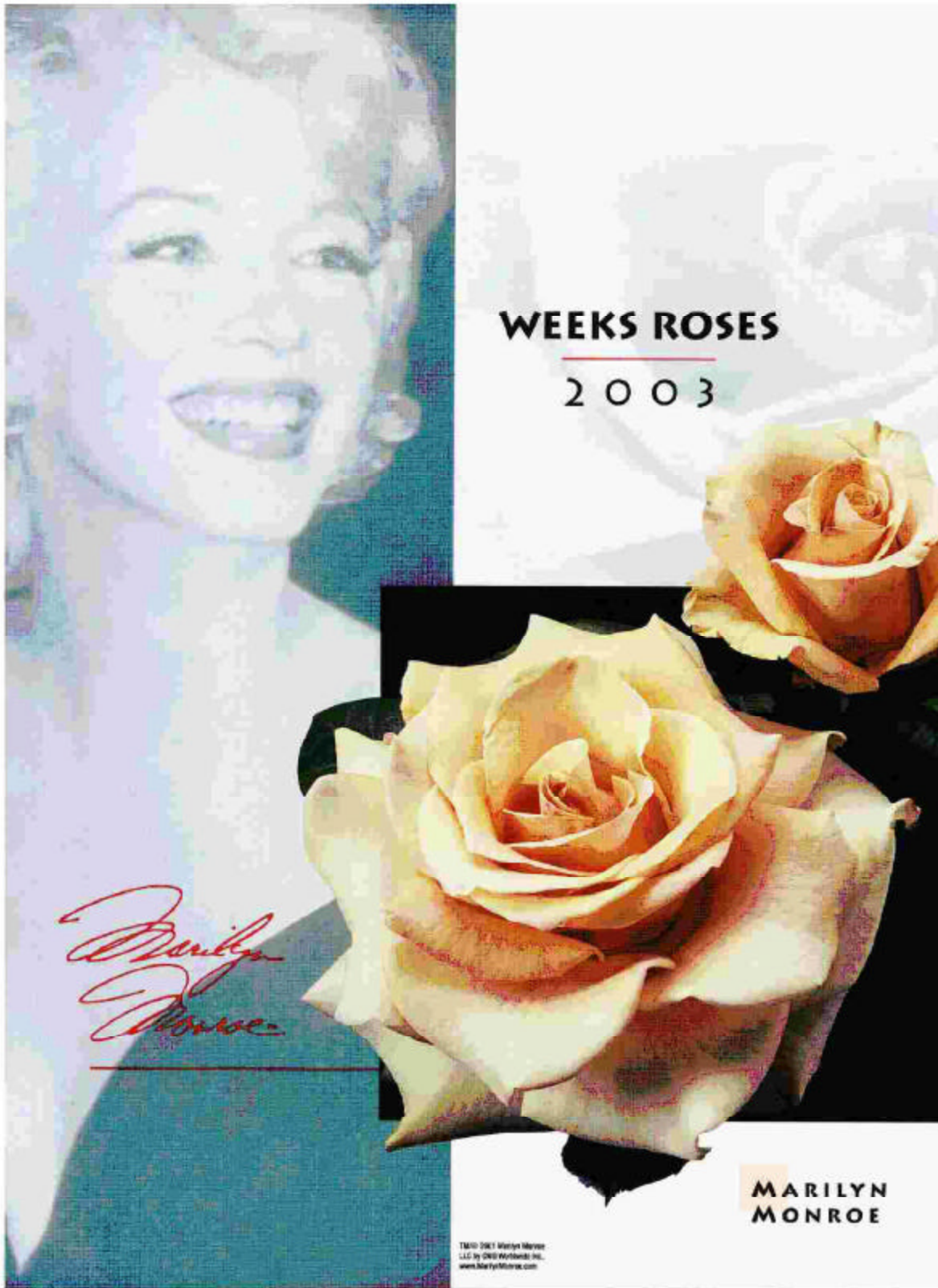
"Licensee"

  
Weeks Roses

TOM CARUTH  
DIRECTOR OF ROSES



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www.weeksroses.com